

## DDTC CUSTOMER WAIVER

### ADULT PARTICIPANT WAIVER, RELEASE, INDEMNIFICATION, ASSUMPTION OF RISK, AND LIMITATION OF ALL CLAIMS

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** Read this document solicit and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in any activity at **DWIGHT DAV STENNIS CENTER** (hereinafter referred to as "Company") now or at any time in the future.

#### ASSUMPTION OF RISK

I hereby acknowledge and agree that participation in Company fitness activities (including Tennis & Pickleball) comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in Company fitness programs and facilities, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with fitness program participation and facility use and that said list in no way limits the operation of this Agreement.

#### CORONAVIRUS / COVID-19 WARNING, DISCLAIMER, AND CUSTOMER WARRANT

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death.

Participating in Company programs or accessing Company facilities could increase the risk of contracting COVID-19.

Company in no way warrants that COVID-19 infection will not occur through participation in Company activities of accessing Company facilities.

The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of Company (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned agrees to check the CDC Travel Health Notices list prior to utilizing the facilities, services, and programs of Company, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of Company if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Company immediately if he or she believes that any of the foregoing access/use restrictions may apply. The undersigned acknowledges and assumes both the known and potential dangers of utilizing the facilities, services, and programs of Company and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Company's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

#### WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE

In consideration of my participation in Company programing or access to facilities, I, the undersigned participant, knowingly and voluntarily agrees to release and on behalf of myself, any participating children, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE

Company, its officers, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Company on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Company facilities/equipment or participation in Company programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of Company and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Company The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

In consideration of my participation in Company programing or access to facilities, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my program participation or access to facilities. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in fitness program participation and facility use and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in Company programing or facility use and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in Company programming or facility use.

**I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM COMPANY IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY COMPANY FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO COMPANY THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).**

IN WITNESS WHEREOF, this instrument is duly executed:

DATE: \_\_\_\_\_

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Participant Signature

Participant Name (Print Clearly)